

**FIRST AMENDMENT TO LEASE AGREEMENT  
PROVIDING FOR THE LEASE OF  
3140 “N” STREET (HEALTH DEPARTMENT FACILITIES)  
AND  
BLOCK 101, ORIGINAL PLAT (CITY-COUNTY PARKING FACILITIES)  
FROM  
CITY OF LINCOLN, NEBRASKA  
AND  
THE COUNTY OF LANCASTER, NEBRASKA  
TO  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the **“First Amendment to Lease”**) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and among the City of Lincoln, Nebraska (the **“City”**), a municipal corporation and a city of the primary class of the State of Nebraska (the **“State”**), and The County of Lancaster, Nebraska (the **“County”**), a county of the State, as joint lessor, and the Lincoln-Lancaster County Public Building Commission (the **“Commission”**) a body politic and corporate and an instrumentality of the State, exercising essential governmental functions, created and existing pursuant to Sections 13-1301 through 13-1312, inclusive, Reissue Revised Statutes of Nebraska, as amended (the **“Act”**), which has been duly activated by the County pursuant to the Act for the purpose of facilitating the ownership and joint use of projects (as defined in the Act) for the benefit of the City and the County, as lessee.

**RECITALS**

**I.**

The Commission has been created pursuant to the Act for the purpose of designing, acquiring, constructing, maintaining, operating, improving, remodeling, and reconstructing such projects for the use both by the City and the County as are approved by the City and the County, and all facilities necessary or convenient in connection with any such projects.

**II.**

Section 13-1311, Reissue Revised Statutes of Nebraska, as amended, authorizes the City and the County to convey or transfer to the Commission any property of the City or the County, respectively, for use in connection with a project, including real property owned by the City or the County and used or useful in connection therewith, subject to the approval of both the City and County pursuant to an interlocal agreement executed between the City, the County and the Commission, on the 10<sup>th</sup> day of July, 1996.

**III.**

The City and the County, jointly as lessor, and the Commission, as lessee, have heretofore entered into a Lease Agreement dated August 21, 2002 (the **“Original Lease”**) with respect to certain property (1) located at 3140 “N” Street in the City and commonly known as the Lincoln-Lancaster County Health Department Building (the **“Health Department Building”**) and (2) described as Block 101, Original Plat, City of Lincoln, Lancaster County, Nebraska on which the Commission has constructed facilities and related improvements for the use of the City and the County and their respective departments, agencies, and functions.

#### IV.

The City and the County have heretofore determined that it is necessary, desirable, advisable, and in the best interests of the City and the County that an addition and other improvements be made to the Health Department Building, together with such related equipment and furnishings as is appropriate (the “**2004 Project**”), and that certain amendments, modifications and changes are therefore required to be made to the Original Lease.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto do agree as follows:

1. Section 2 of the Original Lease is hereby amended in its entirety to read as follows:

2. Term. The term of this Lease shall commence upon the execution and delivery by the City, the County and the Commission hereof and expire on December 1, 2026, unless extended by the written agreement of the City, the County and the Commission; provided, however, that this Lease may be terminated on such date as may be mutually agreeable to the City, the County and the Commission but not earlier than the date (i) all of the Commission’s Tax Supported Lease Rental Revenue and Refunding Bonds, Series 2002, dated the date of delivery thereof (the “**Series 2002 Bonds**”), together with all bonds of the Commission issued in whole or in part to refund the Series 2002 Bonds directly or indirectly have been paid in full or the payment of the Series 2002 Bonds has been provided for in accordance with Section 20 of the resolution of the Commission authorizing their issuance, (ii) all of the Commission’s Tax Supported Lease Rental Revenue Bonds, Series 2004, dated the date of delivery thereof (the “**Series 2004 Bonds**”), together with all bonds of the Commission issued in whole or in part to refund the Series 2004 Bonds directly or indirectly have been paid in full or the payment of the Series 2004 Bonds has been provided for in accordance with Section \_\_\_\_ of the resolution of the Commission authorizing their issuance, and (iii) the Lease Agreement dated the date of its execution and delivery by and among the Commission, as lessor, and the City and the County, as lessees, and any amendment, supplement or extension thereof has been terminated by its own terms and is of no further force and effect.

2. Section 4 of the Original Lease is hereby amended in its entirety to read as follows:

4. Refinancing of the Health Department Facilities; Construction of Improvements to Health Department Facilities. The City, the County and the Commission agree that the City and the County have leased the Health Department Facilities to the Commission for the purpose of (a) refinancing the Commission’s General Obligation Bonds, Series 1993, dated as of August 1, 1993 (the “**1993 Bonds**”) by the issuance of the Series 2002 Bonds and (b) constructing an addition to and making other improvements to the Health Department Facilities, together with such related equipment and furnishings as is appropriate (the “**2004 Project**”).

3. Section 8. of the Original Lease is hereby amended to read in its entirety as follows:

8. Insurance. The Commission shall keep the Health Department Facilities (together with the 2004 Project) and the Parking Facilities insured against damage or loss by fire or other casualty. It is agreed that in the event of loss of, or damage to, the demised premises, the Commission may, at its option, rebuild or repair the demised premises, or in the event the Commission elects not to rebuild or repair the demised premises, this Lease shall, upon written notice of such determination by the Commission to the County and the City, thereupon terminate and the proceeds of all insurance shall be used and applied to the payment and redemption of the Series 2002 Bonds and the Series 2004 Bonds.

4. All of the terms and conditions of the Original Lease not expressly modified and/or amended by this First Amendment to Lease are hereby affirmed and remain in full force and effect.

5. This First Amendment to Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the City, the County and the Commission have caused this First Amendment to Lease to be executed by their duly authorized officers.

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

**CITY OF LINCOLN, NEBRASKA**  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Executed by the County this \_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

**THE COUNTY OF LANCASTER, NEBRASKA**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair, Board of Commissioners

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 2004.

**LINCOLN-LANCASTER COUNTY PUBLIC  
BUILDING COMMISSION**

\_\_\_\_\_  
Chair

STATE OF NEBRASKA       )  
  )ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by  
Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, on behalf of the City.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA       )  
  )ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by  
Ray A. Stevens, Chair of the Board of Commissioners of The County of Lancaster, Nebraska, on behalf of  
said County.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA       )  
  )ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this \_\_\_\_, day of \_\_\_\_\_, 2004, by  
\_\_\_\_\_, Chairman of the Lincoln-Lancaster Public Building Commission, on  
behalf of said Commission.

\_\_\_\_\_  
Notary Public